

SIKKIM



GOVERNMENT

GAZETTE

**EXTRAORDINARY
PUBLISHED BY AUTHORITY**

Gangtok

Wednesday 27th May, 2020

No. 107

**URBAN DEVELOPMENT DEPARTMENT
GOVERNMENT OF SIKKIM
GANGTOK**

No: T/1686/UD&HD/TP/E/2020/152/Secy

Dated: 15.05.2020

NOTIFICATION

In exercise of the powers conferred by section 84 read with sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (no.16 of 2016), the State Government of Sikkim is hereby pleased to make the following rules namely:-

CHAPTER I

PRELIMINARY

- | | | | |
|-------------------------------------|----|-----|---|
| Short Title and Commencement | 1. | (1) | These rules may be called The Sikkim Real Estate (Regulation and Development) Rules, 2020. |
| | | (2) | They shall come into force on the date of their publication in the Official Gazette. |
| Definitions | 2 | (1) | In these rules, unless the context otherwise requires:- |
| | | (a) | “Act” means The Real Estate (Regulation and Development) Act, 2016; |
| | | (b) | “Annexure” means an annexure appended to these rules; |
| | | (c) | “State Government” means the State Government; |
| | | (d) | “Authenticated copy” shall mean a self-attested copy of any document required to be provided by any person under these rules; |
| | | (e) | “applicant” means person making an application under Section 4 of the Act; |
| | | (f) | “complainant” means any aggrieved person making a complaint under section 31 of the Act; |

- (g) "form" means the form appended to these rules;
 - (h) "High Court" means High Court of Sikkim;
 - (i) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
 - (j) "ongoing project" means project which has not received completion certificate on or before commencement of the Act;
 - (k) "project land" means any parcel or parcels of land on which the project is developed and constructed by a promoter;
 - (l) "Regulatory Authority" means Real Estate Regulatory Authority of Sikkim established under sub-section (1) of Section 20 of the Act;
 - (m) "sanctioned plan" means the site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environmental permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;
 - (n) "section" means section of the Act; and
- (2) Words and expressions used herein and not defined, but defined in the Act shall have the same meanings as respectively assigned to them in the Act.

CHAPTER II

REAL ESTATE PROJECT

Information and documents to be furnished by the promoter for registration of project

3. (1) The promoter shall furnish the following additional information and documents, along with those specified under the relevant sections of the Act, for registration of the real estate project with the regulatory authority namely:-
- (a) authenticated copy of the Permanent Account Number (PAN) card or Aadhaar card of the promoter;
 - (b) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
 - (c) the number of open parking areas available in the said real estate project;
 - (d) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if land is owned by another person;

- (e) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
 - (f) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
 - (g) such other information and documents, as may be specified by regulations.
- (2) The application referred to in sub-section (1) of section 4 shall be made in writing as per Form 'A', which shall be submitted in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4 of the Act.
- (3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank, for a sum calculated at the rate of:-
- (a) rupees ten per square meter for residential projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees twenty per square meter for residential projects where the area of land proposed to be developed exceeds one thousand square meters; or
 - (b) rupees fifty per square meter for commercial or any other projects, where the area of land proposed to be developed does not exceed one thousand square meters; or rupees one hundred per square meter for commercial or any other projects, where the area of land proposed to be developed exceeds one thousand square meters;
- (4) The declaration to be submitted under clause (a) of sub-section (2) of section 4 of the Act shall be as per Form 'B', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.
- (5) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of thirty days provided under sub-section (1) of section 5 of the Act, registration fee to the extent of ten percent paid under sub-rules (3) above, or rupees fifty thousand whichever is more, shall be retained as processing fee by the regulatory authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

1961 for any of the three years preceding the application, a declaration to such effect;

- (f) authenticated copy of the address proof of the place of business; and
- (g) such other information and documents, as may be specified by regulations.

- (2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank, for a sum of rupees twenty-five thousand in case of the applicant being an individual; or rupees two lakh fifty thousand in case of the applicant being anyone other than an individual.

**Grant of
Registration to
the real estate
agent**

- 11. (1) Upon the registration of a real estate agent as per section 9 of the Act read with rule 10, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'H' to the real estate agent.
- (2) In case of rejection of the application as per section 9 of the Act, the Regulatory Authority shall inform the applicant as per Form 'I'.
- (3) The registration granted under this rule shall be valid for a period of five years.

**Renewal of
registration of
real estate agent**

- 12. (1) The registration granted under section 9 of the Act, may be renewed, on an application made by the real estate agent in Form 'J' which shall not be less than three months prior to the expiry of the registration granted.
- (2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual.
- (3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of sub-rule (1) of rule 10 at the time of application for renewal.
- (4) In case of renewal of registration, the regulatory authority shall inform the real estate agent about the same as per Form 'K' and in case of rejection of the application for renewal of registration the regulatory authority, shall inform the real estate agent as per Form 'I':

Provided that no application for renewal of registration shall be rejected unless the applicant has been given an opportunity of being heard in the matter.

- (5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder.

- (6) The renewal granted under this rule shall be valid for a period of 5 years.

**Revocation of
Registration of
real estate agent**

13. The Regulatory Authority may, for the reasons specified under sub-section (7) of section 9 of the Act, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation as per Form 'I'.

**Maintenance and
preservation of
books of
accounts, records
and documents**

14. The real estate agent shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961.

**Other functions
of a real
estate agent**

15. The real estate agent shall provide assistance to enable the allottee and promoter to access or possess all the information and documents as entitled and exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

CHAPTER IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

**Details to be
published on
the website**

16. (1) For the purpose of clause (b) of section 34 of the Act, the regulatory authority shall ensure that the following information shall be made available on its website in respect of each project registered:
- (a) Details of the promoter including the following:
- (i). Developer or Group Profile:
- (A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority);
- (B) background of promoter- educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the parent entity.
- (ii). Track record of the promoter:

- (A) number of years of experience of the promoter or parent entity in real estate construction in the state/union territory;
 - (B) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;
 - (C) number of completed projects and area constructed till date;
 - (D) number of ongoing projects and proposed area to be constructed;
 - (E) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4 of the Act.
- (iii). Litigations: Details of past or ongoing litigations in relation to the real estate project.
- (iv). Website:
 - (A) web link to the developer or group website;
 - (B) web link to the project website.
- (b) Details of the real estate project including the following:
 - (i). Compliance and registration:
 - (A) authenticated copy of the approvals and commencement certificate from the competent authority as provided under clause (c) of sub-section (2) of section 4 of the Act;
 - (B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4 of the Act;
 - (C) details of the registration granted by the Authority.
 - (ii). Apartment and garage are related details:
 - (A) Details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4 of the Act;
 - (B) Details of the number and areas of garage for sale in the project as provided under clause (i) of sub-section (2) of section 4 of the Act;
 - (C) Details of the number of open parking areas as available in the real estate project.

- (iii). Registered Agents: Names and addresses of real estate agents as provided under clause (j) or sub-section (2) of section 4 of the Act.
- (iv). Consultants: Details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4 of the Act, such as:-
 - (A) Name and address of the firm
 - (B) Names of promoters
 - (C) Year of establishment
 - (D) Names and profile of key projects completed
- (v). Location: the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub-section (2) of section 4 of the Act.
- (vi). Development Plan:
 - (A) The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including firefighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4 of the Act;
 - (B) Amenities: A detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project;
 - (C) Gantt Charts and Project schedule: the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof.
- (c) Financials of the promoter:
 - (i). authenticated copy of the PAN card/Aadhaar Card of the promoter
 - (ii). audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years and in

case of a newly incorporated or registered entity annual returns of the last 3 financial years of the parent entity.

- (d) The promoter shall upload the following updates on the webpage for the project, within seven days from the expiry of each quarter:
 - (i). List of number and types of apartments or plots, as the case may be booked;
 - (ii). List of number of garages booked;
 - (iii). Status of the project:
 - (A) Status of construction of each building with photographs;
 - (B) Status of construction of each floor with photographs;
 - (C) Status of construction of internal infrastructure and common areas with photographs.
 - (iv). Status of approvals:
 - (A) Approval received;
 - (B) Approvals applied and expected date of receipt;
 - (C) Approvals to be applied and date planned for application;
 - (D) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project.
- (e) Downloads:
 - (i). Approvals:
 - (A) No Objection certificates
 - Consent to Establish and Operate;
 - Environmental Clearance;
 - Fire NOC;
 - Permission from Water and Sewerage department;
 - Height clearance from Airport Authority of India;
 - Such other approvals as may be required and obtained for the project.
 - (B) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws

applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;

- (C) Authenticated copy of the site plan or site map showing the location of the project land along with survey/cadastral numbers, LSC/house site number and area of each parcels of the project land;
- (D) Authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;
- (E) Floor plans for each tower and block including clubhouse, amenities and common areas;
- (F) Any other permission, approval, or license that may be required under applicable law;
- (G) Authenticated copy of occupancy certificate and completion certificate including its application.

(ii). Legal Documents:

- (A) Details including the Performa of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (C) Land Title Search Report from an advocate having experience of at least ten years in land related matters;
- (D) Details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at least ten years in land related matters;
- (E) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any

other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(F) Sanction letters:

- From banks for construction finance;
- From banks for home loan tie-ups.

(f) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project.

(g) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(2) For the purpose of clause (c) of section 34 of the Act, the regulatory authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalized, as the case maybe.

(3) For the purpose of clause (d) of section 34 of the Act, the regulatory authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:

(a) For real estate agents registered with the Authority:

- (i). registration number and the period of validity of the registration of the real estate agent with the regulatory authority;
- (ii). brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (iii). particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (iv). photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons;
- (v). authenticated copy of the PAN card/Aadhaar Card;
- (vi). income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

- (vii). authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.
- (b) In case of applicant whose application for registration as real estate agent has been rejected or real estate agent whose registration has been revoked by the regulatory authority:
 - (i). registration number and the period of validity of the registration of the real estate agent with the regulatory authority;
 - (ii). brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (iii). photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons.
- (c) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.
- (4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.

CHAPTER V

RATE OF INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

- | | |
|--|---|
| Rate of interest payable by the promoter and the allottee | 17. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Prime Lending Rate plus two percent. |
| Timelines for refund | 18. Any refund of money along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due. |

CHAPTER VI

REAL ESTATE REGULATORY AUTHORITY

- | | |
|--|---|
| Manner of selection of Chairperson and Members of the Authority | 19. (1) As and when vacancies of Chairperson or a Member in the regulatory authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled. Any vacancy cause to the office of the Chairperson or any other Member shall be filled- |
|--|---|

up within a period of three months from the date on which such vacancy occurs.

- (2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the regulatory authority, follow such procedure as deemed fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the regulatory authority.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).
- (5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or Member, as the case may be.

Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the regulatory authority

20. (1) The salaries and allowances payable to the Chairperson and Members of the regulatory authority shall be as follows:
 - (a) The Chairperson shall be paid a consolidated monthly salary of eighty thousand rupees and they shall not be entitled to any allowance relating to house and vehicle;
 - (b) The whole-time Member shall be paid a consolidated monthly salary of seventy five thousand rupees and they shall not be entitled to any allowance relating to house and vehicle;
 - (c) Every part-time member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the regulatory authority as may be determined by the State Government, from time to time and they shall not be entitled to any allowance relating to house and vehicle.
- (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every completed year of service.
- (3) The other allowances and conditions of service of the Chairperson and the whole-time Member shall be such as may be notified by the State Government from time to time.

Administrative powers of the Chairperson of the Regulatory Authority

21. The administrative powers of the Chairperson of the Regulatory Authority shall include making decisions with regard to the following after prior approval from the State Government as deemed necessary:
 - (a) financial powers within the powers delegated by the State Government;

- (b) administrative powers within the powers delegated by the State Government;
- (c) disciplinary powers within the powers delegated by the State Government;
- (d) any other powers that may be required for the efficient functioning of the Regulatory Authority and enforcement of the provisions of the Act and these Rules.

Salary and allowances payable and other terms and conditions of service of the officers and other employees of the regulatory authority and experts and consultants engaged by the regulatory authority

22. (1) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government drawing the corresponding scales of pay;
- (2) The terms and conditions for engagement of consultants and experts shall be such as may be agreed between the Authority and the consultant or expert, as the case may be.
- (3) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be.

Functioning of the Authority

23. (1) The office of the regulatory authority shall be located at such place as may be determined by the State Government by notification.
- (2) The working days and office hours of the regulatory authority shall be the same as that of the State Government.
- (3) The official common seal and emblem of the regulatory authority shall be such as the State Government may specify.

Additional powers of the Authority

24. (1) In addition to the powers specified in sub-section (2) of section 35 of the Act, the regulatory authority shall have the following additional powers:
- (a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
- (2) The regulatory authority may call upon such experts or consultants from the fields of planning, economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the regulatory authority in the conduct of any inquiry or proceedings before it, with prior approval from the State Government.

- (3) On receipt of the application in prescribed form and complete in all respects under section 4 read with rule 3, the Authority may review the documents submitted along with the application under rule 3 and enquire, *inter-alia*, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (1) of section 5 of the Act, namely:-
 - (a) The nature of rights and interest of the promoter to the land which is proposed to be developed;
 - (b) extent and location of area of land proposed to be developed;
 - (c) layout plan of the project;
 - (d) financial, technical and managerial capacity of the promoter to develop the project;
 - (e) plan regarding the development works to be executed in the project; and
 - (f) conformity of development of the project with neighbouring areas.
- (4) The Authority may in the interest of the allottees, enquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not:
 - (a) withdrawn the said amounts from the account maintained as provided under sub-clause(D) of clause (I) of sub-section (2) of section 4 of the Act; or
 - (b) used any amounts paid to such promoter by the allottees for the that real estate project for which the penalty, interest or compensation is payable, or any other real estate project;
 - (c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.
- (5) The Authority shall have the power to issue interim orders as per section 36 of the act and the power of Authority to issue directions shall be as per section 37 of the act.

Manner of recovery of interest, penalty and compensation and implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal

25. (1) Subject to the provisions of sub-section (1) of section 40 of the Act, the recovery of the amounts due as arrears of land revenue shall be carried out in the manner provided in relevant State laws.
- (2) For the purpose of sub-section (2) of section 40 of the Act, every order passed by the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made there under, shall be enforced by the adjudicating officer, regulatory authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the District court in a suit pending therein and it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal,

as the case may be, in the event of its inability to execute the order, send such order to the District court, to execute such order either within the local limits of whose jurisdiction the real-estate project is located or in the District court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain,

CHAPTER VII

REAL ESTATE APPELLATE TRIBUNAL

Form for filing Appeal and the fees payable

26. (1) Every appeal filed under sub-section (1) of section 44 of the Act shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of the Appellate Tribunal and payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.
- (2) Every appeal shall be filed as per Form 'L' along with the following documents:
- (a) An attested true copy of the order against which the appeal is filed;
 - (b) Copies of the documents relied upon by the appellant and referred to in the appeal;
 - (c) An index of the documents.
- (3) Procedure for filing the appeal shall be as decided by the Appellate Tribunal.

Manner of selection of members of the Appellate Tribunal

27. (1) As and when vacancies of Chairperson or /a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled-up within a period of three months from the date on which such vacancy occurs.
- (2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).

- (5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal

28. (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows:
- (a) The Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court;
 - (b) The whole-time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a Member of the Appellate Tribunal.
 - (c) Every full-time Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Additional Secretary to the Government of India;
 - (d) Every part-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the State Government, from time to time.
- (2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every year of service.
- (3) The other allowances and conditions of service of the Chairperson and the whole-time Member shall be such as may be notified issued by the State Government from time to time.

Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal

29. (1) In the event of the State Government becoming aware of occurrence of any of the circumstances specified in clause (a) to (e) of sub-section (1) of section 26 of the Act in case of a Chairperson or Member of the regulatory authority or as specified under sub-section (1) of section 49 of the Act in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or *suo motu*, as the case may be, the State Government shall make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the regulatory authority or Appellate Tribunal, as the case may be.
- (2) If, on preliminary scrutiny, the State Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before the Chief Justice of the High Court of Sikkim who may nominate a sitting Judge or a retired Judge of the High Court for the purpose.

In the event a retired Judge is nominated, support staff, as may be necessary, shall be provided in consultation with the Judge concerned.

- (3) The State Government shall forward to the Judge, copies of-
 - (a) the statement of charges against the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be; and
 - (b) material documents relevant to the inquiry.
- (4) The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge.
- (5) Where it is alleged that the Chairperson or Member Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.
- (6) After the conclusion of the investigation, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.
- (7) Thereafter, the State Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the regulatory authority or Appellate Tribunal, as the case may be.

Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal

30. (1) The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay;
- (2) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be.

Additional powers of the Appellate Tribunal

31. The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

Administrative powers of the Chairperson of the Appellate Tribunal

32. The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following:
 - (a) financial powers within the powers delegated by the State Government;

- (b) administrative powers within the powers delegated by the State Government;
- (c) disciplinary powers within the powers delegated by the State Government;
- (d) any other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and these Rules.

CHAPTER VIII

OFFENCES AND PENALTIES

Terms and conditions and the fine payable for compounding of offence

33. (1) The court shall, for the purposes of compounding any offence under the Act, accept a sum of money as specified in the Table below:

Offence	Money to be paid for compounding the offence
Imprisonment under sub section (2) of section 59	Fine which may extend up to a further 10% of the estimated cost of the real estate project.
Imprisonment under section 64	Fine for every day during which such default continues, which may cumulatively extend up to 10% of the estimated cost of the real estate project.
Imprisonment under section 66	Fine for every day during which such default continues, which may cumulatively extend up to 10% of the estimated cost of plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.
Imprisonment under section 68	Fine for every day during which such default continues, which may cumulatively extend up to 10% of the plot, apartment or building cost, as the case may be.

Provided that the State Government may, by notification in the official gazette, amend the rates specified in the table above.

- (2) On payment of the sum of money in accordance with sub-rule (1), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court for that offence.
- (3) The acceptance of the sum of money for compounding an offence for that offence under sub – rule (1), by the Court shall be deemed

to be an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973 (2 of 1974).

- (4) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the regulatory authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence.

Manner of filing a complaint with the regulatory authority and the manner of holding an inquiry by the regulatory authority

34. (1) Any aggrieved person may file a complaint with the regulatory authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, as per Form 'M' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.
- (2) The regulatory authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner:
- (a) Upon receipt of the complaint the regulatory authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
 - (b) The notice shall specify a date and time for further hearing;
 - (c) On the date so fixed, the regulatory authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent:
 - (i). pleads guilty, the regulatory authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or regulations made thereunder;
 - (ii). does not plead guilty and contests the complaint the regulatory authority shall demand an explanation from the respondent
 - (d) In case the regulatory authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
 - (e) In case the regulatory authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
 - (f) The regulatory authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

- (g) On the date so fixed, if the regulatory authority, upon consideration of the evidence produced before it and other records and submissions is satisfied that –
 - (i). the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;
 - (ii). the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the regulatory authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (h) If any person fails, neglects or refuses to appear, or present himself as required before the regulatory authority, the regulatory authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer

- 35. (1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 of the Act as per Form 'N' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.
- (2) The adjudicating officer shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner:
 - (a) Upon receipt of the complaint the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the promoter;
 - (b) The notice shall specify a date and time for further hearing;
 - (c) On the date so fixed, the adjudicating officer shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the promoter:
 - (i). pleads guilty, the adjudicating officer shall record the plea, and award such compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (ii). does not plead guilty and contests the complaint the adjudicating officer shall demand and explanation from the promoter;

- (d) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (e) In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him;
- (f) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (g) On the date so fixed, if the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the promoter is-
 - (i). liable to pay compensation, the adjudicating officer may, by order in writing, order payment of such compensation, as deemed fit by the promoter to the complainant; or
 - (ii). not liable to any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (h) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

CHAPTER IX

SALE OF FLATS OR PROPERTIES

- | | |
|----------------------------------|---|
| Sale of flats or property | 36. The sale of the flats or property shall be dealt with in accordance with the prevailing local land laws. |
|----------------------------------|---|

CHAPTER X

BUDGET AND REPORT

- | | |
|-----------------------------------|--|
| Budget, accounts and audit | 37. The regulatory authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in section 77 of the Act in the manner prescribed on Form 'O'. |
| Report and Returns | 38. The regulatory authority shall prepare its annual report as provided in section 78 of the Act as per Form 'P'. |

FORM 'A'

[See rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To,

The Real Estate Regulatory Authority,

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at

_____ Ward _____ District _____ State _____.

1. The requisite particulars are as under:-

(i) Status of the applicant, whether individual/ Company/ proprietorship firm/ societies/ partnership firm / competent authority;

(ii) In case of individual-

(a) Name

(b) Father's Name

(c) Occupation

(d) Permanent address

(e) Photograph

OR

In case of firm/ societies/ trust/ companies/limited liability partnership/ competent authority-

(a) Name

(b) Address

(c) Copy of registration certificate

(d) Main objects

(e) Name, photograph and address of chairman of the governing body/ partners/ director etc.

(iii) PAN No. _____ / Aadhaar No. _____;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(1)(D) of the Act will be maintained _____;

(v) Details of project land held by the applicant _____;

- (vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc. _____;
- (vii) Agency to take up external development works _____ Local Authority / Self Development;
- (viii) Registration fee by way of a demand draft dated _____ drawn on _____ bearing no. _____ for an amount of Rs. _____ /- calculated as per sub-rule (3) of rule 3;
- (ix) Any other information the applicant may like to furnish.

2. I/ we enclose the following documents in triplicate, namely:-

- (i) authenticated copy of the PAN card/Aadhaar Card of the promoter;
- (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
- (iii) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
- (v) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- (vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
- (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
- (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
- (x) Performa of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;

- (xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or veranda areas and the exclusive open terrace areas apartment with the apartment, if any;
- (xii) the number and areas of garage for sale in the project;
- (xiii) the number of open parking areas available in the real estate project;
- (xiv) the names and addresses of his real estate agents, if any, for the proposed project;
- (xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
- (xvi) a declaration in FORM 'B'.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my our knowledge and belief.

Dated:

Place:

Yours faithfully,
Signature and seal of the applicant(s)

FORM 'B'

[See rule 3(4)]

DECLARATION

(Supported by an Affidavit, Which Shall Be Signed By The Promoter Or Any Person Authorized By The Promoter)

Affidavit cum Declaration

Affidavit cum Declaration of Mr. /Ms. _____ promoter of the proposed project/ duly authorized by the promoter of the proposed project, vide its /his/their authorization date _____;

I, _____ promoter of the proposed project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under;

1. That I / promoter have / has a legal title to the land on which the development of the project is proposed
OR
_____ have /has a legal title to the land on which the development of the proposed project is to be carried out
AND
a legally valid authentication of title of such an along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.
2. That the said land is free from all encumbrances.
OR
That details of encumbrances _____ including details of any rights, title, interest or name of any party in or over such land, along with details.
3. That the time period within which the project shall be completed by me/promoter is _____.
4. That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separated account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts form the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project;
7. That I/promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified

during the audit that the amounts, collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That I/promoter shall take all the pending approvals on time, from the competent authorities.
9. That I/ promoter have/has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I/ promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

The contents of my above affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at _____ this _____ day of _____.

Deponent

FORM 'C'

[See rule 6 (1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Real Estate (Regulation and Development) Act, 2016 to the following project under project registration number _____; (Specify Details of project including the project address);(in the case of an individual) Mr./Ms. _____ son of Mr./Ms _____ City/ Town/Village _____ District _____ State _____.

OR

(in case of a firm/society /company/competent authority) _____ firm /society /company/ competent authority _____ having its registered office /principal place of business at _____.

1. This registration is granted subject to the following conditions, namely:-

- (i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Annexure A';
- (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17 of the Act;
- (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate amount to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;
- (iv) The registration shall be valid for a period of 5 years commencing from _____ and ending with _____ unless renewed by the real estate regulatory authority in accordance with section 6 read with rule 7 of the Act;
- (v) The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

2. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FROM 'D'

[See rule 6(2), rule 7(4); rule 8]

INTIMATION OF REJECTION OF OR REVOCATION OF REGISTRATION OF PROJECT.

From:

The Real Estate Regulatory Authority

To

Application /Registration No: _____

Dated: _____

You are hereby informed that your application for registration of your project is rejected

OR

You are hereby informed that your application for extension of the registration of your project is rejected.

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out: - _____

Place:

Dated:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'E'

[See rule 7 (1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

To

The Real Estate Regulatory Authority,

Sir,

I /We hereby apply for renewal of registration of the following project:

registered with the regulatory authority vide project registration certificate bearing No. _____, which expires on _____.

As required I/ We submit the following documents and information, namely:

- (i) A demand Draft No. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as extension fee as provided under sub-rule (2) of rule 7;
- (ii) Authenticated plan of the project showing the stage of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project _____;
- (iii) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority;
- (iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority;
- (v) The original project registration certificate; and
- (vi) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully
Signature and seal of the applicant(s)

FORM 'F'

[See rule 7(4)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6 of the Real Estate (Regulation and Development) Act, 2016 to the following project: _____ registered with the regulatory authority vide project registration certificate bearing No. _____ of (in the case of an individual) Mr./Ms . _____ son of Mr./Ms. _____ City/Town/Village _____ District _____ State _____;

OR

(in case of a firm/society /company/competent authority) _____ firm/ society/ company / competent authority _____ having its registered office/principal place of business at _____.

1. This renewal of registration is granted subject to the following conditions, namely:-
 - (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
 - (ii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act;
 - (iii) The, registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
 - (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'G'

[See rule 10 (1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority

Sir, I/We beg to apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate project registered in the _____ Union territory/ State in terms of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under,

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ City / Town / Village _____
District _____ State _____.

OR

(in case of a firm/society/company) _____ firm/ society/company
_____ having its registered office/principal place of business at
_____.

2. The requisite particulars are as under:-

- (i) Status of the applicant, whether individual/company/proprietorship firm/societies/
partnership firm/limited liability partnership;
- (ii) In case of individual-
- (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent Address
 - (e) Photograph

OR

In case of firm /societies/companies-

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners/directors etc.

- (iii) income tax returns filed under the provisions of the Income Tax Act 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act 1961 for any of the three year preceding the application, a declaration to such effects;
- (iv) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (v) authenticated copy of the address proof of the place of business;
- (vi) Details of registration in any other State or Union territory;
- (vii) any other information the applicant may like to furnish

3. I/We enclose the following documents along with, namely:-

- (i) Demand Draft No. _____ dated _____ for a sum of Rs. _____ in favour of _____ drawn on _____ bank as registration fee as per sub-rule (2) of rule 10;
- (ii) Income tax returns of the last 3 years or declaration as the case may be;
- (iii) authenticated copy of the PAN card / Aadhaar card of the real estate agent; and
- (iv) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

4. I/We solemnly affirm and declare that the particulars given in herein are correct to my / our knowledge and belief.

Dated:

Place:

Yours faithfully
Signature and seal of the applicant (s)

FORM 'H'

[See rule 11 (1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No. _____ to _____ (in case of an individual) Mr./ Ms. _____ son of Mr. / Ms. _____ City / Town / Village _____ District _____ State _____;

OR

(in the case of a firm/society/company) _____ firm/society/company _____ having its registered office/principal place of business at _____ to act as a real estate agent to facilitate the sale or purchase of any plot , apartment or building as the case may be , in real estate projects registered in the _____ Union territory / State in terms of the Act and the rules and regulations made there under.

2. This registration is granted subject to the following conditions, namely:-
- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building , as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or buildings, as the case may be.
 - (v) The real estate agent shall comply with the provision of the Act and the rules and regulations made there under;
 - (vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.
 - (vii) The real estate agent shall discharge such other function as may be specified by the regulatory authority by regulations;
3. The registration is valid for a period of five years commencing from _____ and ending with _____ - unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authority Officer
Real Estate Regulatory Authority

FORM 'I'

[See rule 11 (2), 12 (4), 13]

**INTIMATION OF REJECTION OF APPLICATION OR REVOCATION OF REGISTRATION
OF REAL ESTATE AGENT**

From:

The Real Estate Regulatory Authority,

To

Application/Registration No: _____

Dated: _____

You are hereby informed that your application for registration as real estate agent is rejected

OR

You are hereby informed that your application for the renewal of the registration as real estate agent is rejected.

OR

You are hereby informed that the registration granted to you as real estate agent is hereby revoked for the reasons set out:- _____

Place:

Date:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'J'

[See rule 12 (1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To

The Real Estate Regulatory Authority (Name of Place),

Sir,

[I/We] beg to apply for renewal my/our registration as a real estate agent under registration certificate bearing No. _____, which expires on _____.

1. As required I /We submit the following documents and information, namely:-

- (i) A demand draft no, _____ dated _____ for rupees _____ in favour of _____ drawn on _____ banks as renewal fee as per sub-rule (2) of rule 10 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);
- (ii) The authenticated copy of the registration certificate; and
- (iii) Status of the applicant, whether [individual/ company/proprietorship firm/societies/ partnership firm/limited liability partnership etc.];
- (iv) In case of individual-
 - (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent address
 - (e) Photograph

OR

In case of firm/societies/companies-

- (a) Name
- (b) Address
- (c) Copy of registration certificate as [firm / societies / company etc.]
- (d) Major activities
- (e) Contact Details (Phone number, e-mail, Fax Number etc.)
- (f) Name, photograph and address of [partners/directors etc.].

- (v) particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (vi) authenticated copy of the address proof of the place of business;
 - (vii) authenticated copy of the PAN card/Aadhar Card of the real estate agent;
 - (viii) authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable;
 - (ix) Any other information as specified by regulations.
2. [I/We] solemnly affirm and declare that the particulars give in herein are correct to [my/our] knowledge and belief and nothing materials has been concealed by [me/us] there from.

Dated:

Place:

Yours faithfully,
Signature and seal of the applicant(s)

FORM 'K'

[See rule 12 (4)]

CERTIFICATE FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 of the Real Estate (Regulation and Development) Act, 2016 to-(in the case of an individual) Mr./Ms. _____ son of Mr./Ms. _____ City / Town/ Village _____ Districts _____ State _____;

OR

(in the case of a firm/society/company etc.) _____ firm / society/ company _____ having its registered office /principal place of business at _____, in continuation to registration certificate bearing No. _____ of _____.

2. This renewal of registration is granted subject to the following conditions namely:-
- (i) the real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12 of Sikkim;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) the real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.
 - (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
 - (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made there under ;
 - (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (viii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made there under.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated:

Place:

Signature and seal of the Authorized Office
Real Estate Regulatory Authority.

FORM 'L'

[Seen rule 28 (2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the Act

For use of Appellate Tribunal's office:

Date of filing: _____

Date of [receipt at the filing counter of the Registry / receipt by post / online filing]:

Registration No: _____

Signature: _____

Registrar: _____

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

_____ Appellant (s)

And

_____ Respondent(s)

Details of appeal:

1. Particulars of the appellant:
 - (i) Name(s) of the appellant:
 - (ii) Address of the existing office/residence of the appellant:
 - (iii) Address for service of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
2. Particulars of the respondents:
 - (i) Name(s) of respondents:
 - (ii) Office address of the respondent:
 - (iii) Address for service of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
3. Jurisdiction of the Appellate Tribunal:
The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation:
The appellant declares that the appeal is within the limitation specified in sub-section (2) of section 44.
OR
If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 specify reasons for delay _____
5. Facts of the case:
(Give a concise statement of facts and grounds of appeal against the specific order of regulatory authority or the adjudicating officer, as the case may be passed under section (s) _____ or rule (s) _____ or regulations (s) _____.
6. Relief(s) sought:
In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) _____. [Specify below the relief (s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon]
7. Interim order, if prayed for:
Pending final decision on the appeal the appellant seeks issue of the following interim order: [Give here the nature of the interim order prayed for with reasons]
8. Matter not pending with any other court, etc. :
The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).
9. Particulars of bank draft in respect of the fee in terms of sub-rule(1) of rule 25:
(i) Amount:
(ii) Name of the bank on which drawn
(iii) [Demand draft number / banker's cheque / online payment transaction no.] :
10. List of enclosures:
(i) An attested true copy of the order against which the appeal is filed
(ii) copies of the documents relied upon by the appellant and referred to in the appeal
(iii) An index of the documents.
(iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

Verification

I _____ (name in full block letters) son/daughter of _____ the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Dated:

Signature of the appellant(s)

Instructions:

- 1) Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 mm, and left margin of 5 mm, duly paginated, indexed and stitched together in paper book form.
- 2) Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the numbers of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

FORM 'M'

[See rule 36 (1)]

COMPLAINT TO REGULATORY AUTHORITY

Complaint under section 31.

For use of Regulatory Authority (s) office:

Date of filing: _____

Date of [receipt at the filing counter of the Registry / receipt by post / online filing]:

Complaint No: _____

Signature: _____

Registrar: _____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between
_____ Complainant(s)

And
_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s);
 - (i) Name(s) of the complainant:
 - (ii) Address of the existing office/residence of the complainant:
 - (iii) Address for services of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
2. Particulars of the respondents:
 - (i) Name (s) of respondent:
 - (ii) Office address of the respondent:
 - (iii) Address for service of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):

3. Jurisdiction of the regulatory authority:
The complainant declares that the subject matter of the claim falls within the jurisdiction of the regulatory authority.
4. Facts of the case:
[give a concise statement of facts and grounds for complaint]
5. Relief(s) sought:
In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) _____
[Specify below the relief (s) claimed explaining the grounds of relief (s) and the legal provisions (if any) relied upon]
6. Interim order, if prayed for:
7. Pending final decision on the complaint the complainant seeks issue of the following interim order:[Give here the nature of the interim order prayed for with reasons]
8. Complainant not pending with any other court, etc:
The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).
9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 34;
 - (i) Amount
 - (ii) Name of the bank on which drawn
 - (iii) Demand draft number
10. List of enclosures:
 - (i) Copies of the documents relied upon by the complainant and referred to in the complaint
 - (ii) An index of documents
 - (iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

I _____(name in full block letters) son / daughter of _____ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact (s).

Place:

Date:

Signature of the complainant(s)

Instructions:

- 1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 mm, and left margin of 5 mm, duly paginated, indexed and stitched together in paper book form.
- 2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the numbers of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM 'N'

[See rule 37 (1)]

COMPLAINT TO ADJUDICATION OFFICER

Claim for compensation under section 31 read with section 71

For use of Adjudication Officers office:

Date of filing: _____

Date of [receipt at the filing counter of the Registry / receipt by post / online filing]:

Complaint No: _____

Signature: _____

Authorized Officer: _____

IN THE ADJUDICATION OFFICERS OFFICE (Name of place)

Between

_____ Complainant (s)

And

_____ Respondent(s)

Details of claims:

1. Particulars of the complainant(s):

- (i) Name(s) of the complainant:
- (ii) Address of the existing office / residence of the complainant:
- (iii) Address for service of all notices:
- (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
- (v) Details of allottees apartment, plot or building, as the case may be:

2. Particulars of the respondents:

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:
- (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
- (v) Registration no. and address of project:

3. Jurisdiction of the adjudicating officer:
The complainant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.
4. Facts of the case:
[give a concise statement of facts and grounds of claim against the promoter]
5. Compensation(s) sought:
In view of the facts mentioned in paragraph 4 above, the complainant prays for the following compensation(s) _____. [Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]
6. Claim not pending with any other court, etc.:
The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).
7. Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 35:
 - (i) Amount:
 - (ii) Name of the bank on which drawn:
 - (iii) [Demand draft number / bankers cheque / online payment transaction no]:
8. List of enclosures:
 - (i) Copies of the documents relied upon by the complainant and referred to in the complaint
 - (ii) An index of documents
 - (iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

I _____ (name in full block letters) [son I daughter] of _____ the complainant do hereby verify that the contents of paragraphs [1 to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the complainant(s)

Instructions:

- 1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 mm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.
- 2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the numbers of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM 'O'

[See rule 38]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Accounts

For the year ended _____

(In Rupees)

A/c code	Receipts	Current year as on	Previous year as on	A/c code	Payments	Current year as on	Previous year as on
1	To Balance Brought down			13	By Chairperson and members		
1.1	To Bank			13.1	By pay and Allowances		
1.2	To Cash in hand			13.2	By other benefits		
2	To Fee charges and Fine			13.3	By travelling expenses		
2.1	To Fees			13.3.1	By overseas		
2.2	To charges			13.3.2	By Domestic		
2.3	To Fines			14	By Officers		
2.4	To others (Specify)			14.1	By pay and Allowances		
3	To Grants:			14.2	By Retirement Benefits		
3.1	To Accounts with Government			14.3	By other Benefits		
3.2	To others (Specify)			14.4	By travelling Expenses		
4	To Gifts			14.41	By overseas		
5	To seminars and conferences			14.42	By Domestic		
6	To sale of publications			15	By Staff		
7	To Income on investment and Deposits			15.1	By Pay and Allowances		
7.1	To income on investments			15.2	By retirement benefits		
7.2	To income on deposits			15.3	By other benefits		
8	To Loans			15.4	By travelling expenses		
8.1	To Government			15.4.1	By overseas		
8.2	To others (specify)			15.4.2	By Domestic		
9	To sale of Assets			16	By Hire of conveyance		
10	To seal on Investment			17	By wages		
11	To Recoveries form pay bills			18	By overtime		
11.1	To Loans and advances principal amount			19	By Honorarium		

11.2	To interest on loans and advances			20	By other office expenses		
11.3	To miscellaneous			21	By expenditure on research		
51	To others (specific)			22	By consultation expenses		
				23	By seminars and conferences		
				24	By publications of authority		
				25	By rent and taxes		
				26	By interest on loans		
				27	By promotional expenses		
				28	By membership fee		
				29	By subscription		
				30	By purchase of fixed assets (specify)		
				31	By investments and deposits		
				31.1	By investments		
				31.2	By deposits		
				32	By security deposits		
				33	By loans and advances to		
				33.1	By employees:		
				33.1.1	By bearing interest		
				33.1.2	By not bearing interest		
				33.2	By suppliers/contractors		
				33.3	By others		
				34	By Repayment of loan		
				35	By others		
				35.1	By leave salary and pension		
				35.2	Contribution		
				35.3	By audit fee		
				35.4	By Misc		
				36	By balance carried down		
				36.1	By bank		
				36.2	By cash in hand		
					Total		

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer in – charge (Finance and Accounts)

Income and Expenditure Account

For the period 1st _____ to 31st _____

A/C code	Expenditure	Schedule	Current year as on	Precious year as on	A/C code	Income	Schedule	Current	Previous
13	To chairperson and members				2	By fee, charges and fine	A		
13.1	To pay and allowances				2.1	By fee			
13.2	To other benefits	C			2.2	By charges			
13.3	To travelling expenses				2.3	By fines			
13.3.1	To overseas				2.4	By others (specify)			
13.3.2	To domestic				3	By grants	B		
14	To officers				3.1	by accounts with government			
14.1	To pay and allowances				3.2	By others (specify)			
14.2	To retirement benefits	D			4	By gifts			
14.3	To other benefits	C			5	By seminars and conference			
14.4	To travelling expense				6	By sale of publications			
14.4.1	To overseas				7	By income on investments and deposits			
14.4.2	To domestic				7.1	By income on investments			
15	To staff				7.2	By income on deposits			
15.1	To pay and allowances				11.2	By interest on loan and advances			
15.2	To retirement benefits	D			12	By miscellaneous income			
15.3	To other benefits	C			12.1	By gain on sales of assets			

15.4	To travelling expense					By excess of expenditure over income			
15.4.1	To overseas					(transferred to capital fund account)			
15.4.2	To domestic								
17	To hire conveyance								
18	To wages								
19	To honorarium								
20	To other office expenses	E							
21	To expenditure on research								
22	To consultation								
23	To seminars and conference								
25	To publication of authority								
26	To rent and taxes								
27	To interest on loans								
28	To promotional	F							
29	To membership fee								
35	To subscription	G							
35.1	To others								
35.2	To leave salary and pension	G							
35.3	Contribution								
35.4	Audit fee								
37	To misc								
48	To depreciation								

49	To loss on sale of assets								
50	To bad debts written off								
50	To provision for bad and doubtful debts								
	To excess of income over expenditure (transferred to capital fund account)								
	Total					Total			

Chairperson (signature)

Member(s) (signature)

Secretary (signature)

Officer in-charge (Finance and Accounts)

Balance sheet as on 31st (month) (year) _____

A/C code	Liabilities	Schedules	Current year as on	Previous year as on	A/C code	Assets	Schedule	Current	Previous
40	Funds Capital fund Add Excess	I			43	Fixed Gross Block at cost less	H		
40.1	of income over expenditure over income				43.1	cumulative depreciation			
40.2	Other funds (specify)	J			42.2	Net Block	M		
41	Reserves	K			44	Capital work in progress	N		
8	Loans				31	Investments & Deposits			
8.1	Government				31.1	Investment	O		
8.2	Others	L			31.2	Deposits	S		
42	Current liabilities and provisions				33	Loans and advances	P		
					3.1	Accounts with government	Q		
					45	Sundry debtors cash and Bank balance	R		
					36				
					46	Other current Assets			
	Total					Total			
	Accounting policies								

Instructions:

- (1) The schedules referred I referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or by other regulatory authorities or as suggested by the comptroller and Auditor General of India from time to time.

- (2) The schedules referred to above shall form an integral part of the income and Expenditure Account or the balance sheet, as the case may be.

Chairperson (signature)

Member(s) (signature)

Secretary (signature)

Officer In-charge (Finance and Accounts)

FORM 'P'

[See rule 39]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY**A. Introduction:**

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
 - a. Landmark decisions:
 - b. Legislative work:
 - c. Outreach programme:
- (v) Capacity building:
- (vi) International engagements:
- (vii) Impact on:
 - a. Allottees:
 - b. Promoters:
 - c. Real Estate Agents:
 - d. Economy:

B. Registration of promoters and real estate agents under the Act:**I. In relation to Promoters:**

Serial number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fee paid	Registration Number
1	2	3	4	5	6

Date of issue registration	Date on which registration expires	Date of extension of registration with period of extension	Remark
7	8	9	10

II. In relation to Promoters:

Serial number	Name of real estate agent	Address of real estate agent	Registration fee paid	Date issue registration certificate expires	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
1	2	3	4	5	6	7	8

- C. Number of cases filed before the Authority and the adjudicating officer for settlement of disputes and number of cases disposed:

Sl. No	No of cases pending in the last quarter with the authority	No. of cases received during the quarter by the authority	No of cases disposed of by the authority

- D. Statement on the periodical survey conducted by the Authority to monitor the compliance of the provisions of the Act by and the promoters, allottees and real estate agents:

Sl. No	Survey conducted during the quarter with details	Observation of Authority	Remedial steps taken

- E. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulations made thereunder and statement on interest and compensations ordered by the adjudicating officer:

Sl. No	Subject	Steps taken	Results achieved

- F. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulations made thereunder and statement on interest and compensations ordered by the adjudicating officer:

Sl No	Name of the promoter	Details of the directions issued	Penalty imposed	Whether paid

Sl No	Name of the allottee	Details of the directions issued	Penalty imposed	Whether paid

Sl No	Name of the real estate agent	Details of the directions issued	Penalty imposed	Whether paid

- G. Investigations and inquiries ordered by the Authority or the adjudicating officer: A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority or the State Government.

- H. Orders passed by the Authority and the adjudicating officer: A brief narrative of orders passed by the Authority or the adjudicating officers separately for where no offence is made out, and in case offence is proved, category-wise for each category of orders passed along with a tabular statement indicating the sections under which the order was passed and brief particulars of the orders.

- I. Execution of the orders of the Authority and imposition of penalties: (i) monetary penalties - details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied, total amount realized by resorting to rule 23; (ii) matters referred to court under section 59 - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year; (iii) matters referred to court for execution of order under section 40 total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- J. Execution of the orders of the adjudicating officer and imposition of interest and compensation: (i) interest and compensations - details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, total amount realized by resorting to rule 23; and (ii) matters referred to court for execution of order under section 40 - total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- K. Appeals:
- (i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:
 - (ii) Number of appeals pending at the beginning of the year:
 - (iii) Appeals filed during the year:
 - (iv) Number of appeals allowed by the Appellate Tribunal during the year:
 - (v) Number of appeals disallowed by the Appellate Tribunal during the year:
 - (vi) Brief write up on the appeals allowed by the Appellate Tribunal:
- L. References received from the State Government under section 33: a brief narrative on references received from the State Government under section 33 providing for - number of references received during the year, number of references disposed of during the year, number of references pending at the end of the year.
- M. Advocacy measures under sub-section (3) of section 33: a brief narrative on activities undertaken under subsection (3) of section 33 - (i) workshops, seminars and other interactions with public / experts/policy-makers/regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same; (ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same; (iii) consultation papers published/ placed on website of the Authority; (iv) analytical papers prepared and examined;(v) others.
- N. Administration and establishment matters: (i) report of the Secretary;(ii) composition of the Authority; details of Chairperson and Members appointed in the year and of those who demitted office (iv) details of adjudicating officers appointed in the year and those who demitted office; (v) organizational structure; (vi) a tabular statement containing

information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.

- O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.
- P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.
- Q. Budget and Accounts: (i) budget estimates and revised estimates, under broad categories; (ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75; (iii) actual expenditure under broad categories; (iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75; (v) any other information.
- R. International cooperation: A brief narrative of international cooperation, if any, undertaken by the Authority.
- S. Capacity Building: A brief narrative of capacity building initiative undertaken including (i) number of employees (category wise and grade wise) trained in house with details of such programmes like content, duration and faculty; (ii) number of employees (category wise and grade wise) trained by outside institutions (separately within Indian and outside India) with details of names of institutions and duration also to specify whether training was under internship, exchange programme, fellowships, study leave, special arrangements with foreign universities/institutions; (iii) expenditure of capacity building initiatives.
- T. Ongoing programmes: A brief narrative of ongoing programmes.
- U. Right to Information: A brief narrative of (i) number of applications received by CPIO/ ACPIO seeking information under RTI Act; (ii) Number of applications for which information has been provided by CPIO; (iii) number of applications pending with CPIO; (iv) number of appeals filed before the First Appellate Authority against the order of CPIO; (v) number of appeals which have been disposed of by First Appellate Authority; (vi) number of appeals pending with the First Appellate Authority; (vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

*or such other certificate by whatever name called issued by the competent authority.

ANNEXURE I

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ (Date) day of _____ (Month), 20 _____,

By and Between

[If the promoter is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____, represented by its authorized signatory _____ (Aadhaar no. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ (PAN, _____) represented by its authorized Partner _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/their assigns).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at the _____, (PAN _____), hereafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant

to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____ : a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____; hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Please insert details of other allottee(s); in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The Promoter is the absolute and lawful owner of [Please insert land details as per local /laws] _____ totally admeasuring _____ square meters situated at _____ in City/ Town/ Village & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [Please insert land details as per local laws] _____ square meters situated at _____ in City/ Town/ Village & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;

B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multi-storeyed apartment buildings and [insert any other components of the Projects] and the said project shall be known as '_____' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/ residential/any other purpose] project, comprising _____ plots and [insert any other components of the Projects] and the said project shall be known as '_____', ("Project"): Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____ ;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and _____ also for the apartment, plot or building, as the case may be, from _____ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the _____ (Name of Union Territory / State) Real Estate Regulatory Authority at _____ on _____ under registration no. _____.
- G. The Allottee had applied for apartments in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower / block / building] no. _____ ("Building") along with garage/covered parking no. _____ ad measuring square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for plots in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking ad measuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. _____ [Please enter any additional disclosures/details];

- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment /Plot] as specified in para G.
- 1.2 The Total Price for the [Apartment / Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Block / Building / Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

*Provide break-up of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if / as applicable.

[AND] [if / as applicable]

Garage/ Covered parking - 1	Price for 1
Garage/ Covered parking - 2	Price for 2
Total price (in rupees)	

[OR]

Plot no. _____	Rate of Plot per square feet*
Type _____	
Total price (in rupees)	

*Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if / as applicable.
[AND] [if / as applicable]

Garage/ Covered parking - 1	Price for 1
Garage/ Covered parking - 2	Price for 2
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any others similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/ plot to the allottee and the project to the association of 'allottees or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any. Granted to the said project by the Authority, as per the Act; the same shall not be charged from the allottee;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ roles/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price off [Apartment/Plot] includes recovery of price of/and, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment / Plot] and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ ___ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment / Plot];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and

cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the [Apartment / Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment / Plot] along with ___ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him / her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment /Plot], if any, in his/ her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant State laws] and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said [Apartment / Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment /Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment /Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the

apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of [Apartment / Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/ Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment /Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.
- 7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment / Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment / Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment /Plot], which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment / Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment / Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment / Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or another local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment / Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment / Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment / Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment / Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment / Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment / Plot] and keep the [Apartment! Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized .

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment / Plot / Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment / Plot / Building].

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/ regulations as applicable in _____.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the

Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and /or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment /Plot], in case of a transfer, as the said obligations go along with the [Apartment /Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary

to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment / Plot] bears to the total carpet area of all the [Apartments / Plots] in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are JointAllottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE : (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in presence of

Please affix
photograph and
sign across the
photograph

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

- SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
- SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT
- SCHEDULE 'C' - PAYMENT PLAN
- SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)
- SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]